

# CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX

RCA 233663

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11872

No.

Date JUN 3 1980

Fee \$ 60.00

ICC Washington, D. C.

COUNSEL

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ALBERT R. CONNELLY  
FRANK H. DETWEILER  
GEORGE G. TYLER

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75008 PARIS FRANCE  
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TELEX 290530

33 THROMMORTON STREET  
LONDON EC2N 2BR, ENGLAND  
TELEPHONE 01-606-1421  
TELEX 8814901

CABLE ADDRESSES

CRAVATH, N. Y.  
CRAVATH, PARIS  
CRAVATH, LONDON E. C. 2

MAURICE T. MOORE  
WILLIAM B. MARSHALL  
RALPH L. MCAFEE  
ROYALL VICTOR  
HENRY W. DEKOSMIAN  
ALLEN F. MAULSBY  
STEWART R. BROSS, JR.  
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SAMUEL C. BUTLER  
WILLIAM J. SCHRENK, JR.  
BENJAMIN F. CRANE  
FRANCIS F. RANDOLPH, JR.  
JOHN F. HJNT  
GEORGE J. GILLESPIE, III  
RICHARD S. SIMMONS  
WAYNE E. CHAPMAN  
THOMAS D. BARR  
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JAMES H. DUFFY  
ALAN J. HRUSKA  
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DAVID O. BROWNWOOD  
PAUL M. DODYK  
RICHARD M. ALLEN  
THOMAS R. BROME  
ROBERT D. JOFFE  
ROBERT F. MULLEN  
ALLEN F. NELSON  
RONALD S. ROLFE  
JOSEPH R. SAHID  
PAUL C. SAUNDERS  
MARTIN L. SENZEL  
DOUGLAS D. BROADWATER  
ALAN C. STEPHENSON  
RICHARD L. HOFFMAN  
JOSEPH A. MULLINS  
MAX R. SHULMAN  
WILLIAM P. DICKEY  
STUART W. GOLD  
JOHN W. WHITE

June 3, 1980

Missouri Pacific Railroad Company  
Conditional Sale Financing Dated as of May 1, 1980  
Conditional Sale Indebtedness Due 1995  
[CS&M Ref.: 2043-968]

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303(a), I enclose herewith on behalf of Missouri Pacific Railroad Company, for filing and recordation, counterparts of the following:

(a) Conditional Sale Agreement No. 2 dated as of May 1, 1980, between each of General Motors Corporation (Electro-Motive Division) and Greenville Steel Car Company and Missouri Pacific Railroad Company; and

(b) Agreement and Assignment No. 2 dated as of May 1, 1980, between each of General Motors Corporation (Electro-Motive Division) and Greenville Steel Car Company and Chemical Bank.

Please cross-index Conditional Sale Agreement No. 2 with the filings under recordation number 11424-X.A.

The addresses of the parties to the aforementioned documents are:

Builder-Vendor:

General Motors Corporation  
(Electro-Motive Division)  
La Grange, Illinois 60525

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**6/3/80**

**OFFICE OF THE SECRETARY**

**Roger D. Turner**  
**Cravath, Swaine & Moore**  
**One Chase Manhattan Plaza**  
**New York, N.Y. 10005**

**Dear Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **6/3/80** at **2:55pm**, and assigned re-recording number(s). **A 11424 & 11872, 11872-A**

Sincerely yours,

*Agatha L. Mergenovich*  
**Agatha L. Mergenovich**  
**Secretary**

**Enclosure(s)**

Greenville Steel Car Company  
Union Street  
Greenville, Pennsylvania 16125.

Railroad

Missouri Pacific Railroad Company  
210 North 13th Street  
St. Louis, Missouri 63103

Agent-Assignee

Chemical Bank  
55 Water Street  
New York, N. Y. 10041.

The equipment covered by the aforementioned agreement consists of the following:

10GM GP-50 3,500 H.P. diesel electric locomotives;  
AAR Mechanical Designation BB; bearing identifying  
numbers MP3500 through MP3509 both inclusive; and

15 Greenville 100-ton wood chip hopper cars;  
AAR Mechanical Designation HTS; bearing identifying  
numbers MP592935 through MP592949.

The equipment will also bear the legend "Ownership  
Subject to a Security Agreement filed with the Interstate  
Commerce Commission".

Enclosed is our check for \$60 for the required  
recordation fee and cross-indexing fee. Please accept  
for recordation one counterpart of the Agreement, stamp  
the remaining counterparts with your recordation number and  
return them to the delivering messenger along with your  
fee receipt addressed to the undersigned.

Very truly yours,



Roger D. Turner  
As Agent for Missouri Pacific  
Railroad Company

Ms. Agatha Mergenovich, Secretary,  
Interstate Commerce Commission,  
Washington, D. C. 20423

Encl.

11872-A ✓

AGREEMENT AND ASSIGNMENT NO. 2

Dated as of May 1, 1980

Between each of

GENERAL MOTORS CORPORATION  
(Electro-Motive Division)

and

GREENVILLE STEEL CAR COMPANY

and

CHEMICAL BANK, as Agent

---

AGREEMENT AND ASSIGNMENT NO. 2, dated as of May 1, 1980, between CHEMICAL BANK, acting as Agent under an Amended and Restated Finance Agreement dated as of the date hereof (the "Finance Agreement") (said Agent, so acting, being hereinafter called the "Assignee"), and each of GENERAL MOTORS CORPORATION (Electro-Motive Division) and GREENVILLE STEEL CAR COMPANY (hereinafter called collectively the "Builders" or severally the "Builder", or collectively or severally the "Vendor" as the context may require, all as more particularly set forth in Article 1 of the Conditional Sale Agreement, defined below).

The Builders and Missouri Pacific Railroad Company (the "Railroad") have entered into a Conditional Sale Agreement dated as of the date hereof (the "CSA") covering the construction, sale and delivery, on the conditions therein set forth, by the Builders, severally, and the purchase by the Railroad of the railroad equipment described in Schedule B to the CSA (said equipment being hereinafter called the Equipment and the Equipment constructed, sold and delivered by each Builder being hereinafter sometimes called "such Builder's Equipment" or "its Equipment").

NOW, THEREFORE, THIS AGREEMENT AND ASSIGNMENT WITNESSETH: That, in consideration of the sum of One Dollar (\$1) and other good and valuable consideration paid by the Assignee to each Builder, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained:

SECTION 1. Each Builder hereby assigns, transfers and sets over unto the Assignee, its successors and assigns:

(a) all the right, title and interest of such Builder in and to each unit of its Equipment when and as severally delivered to and accepted by the Railroad, subject to payment by the Assignee to such Builder of the amount required to be paid to such Builder under Section 4 hereof;

(b) all the right, title and interest of such Builder in and to the CSA (except the right to construct and deliver its Equipment and the right to receive the

payments specified in the third paragraph of Article 3 thereof, in subparagraph (a) of the fourth paragraph of Article 4 thereof, and in the last paragraph of Article 15 thereof and reimbursements for taxes paid or incurred by such Builder as provided in Article 5 thereof), and in and to any and all amounts which may be or become due or owing by the Railroad to such Builder under the CSA in respect of the Purchase Price (as defined in the CSA) of the Equipment and interest thereon, and in and to any other sums becoming due from the Railroad under the CSA, other than those hereinabove excluded; and

(c) except as limited by subparagraph (b) hereof, all such Builder's rights, powers, privileges and remedies under the CSA;

without any recourse against such Builder for or on account of the failure of the Railroad to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the CSA; provided, however, that this Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify, the liability of such Builder to construct and deliver its Equipment in accordance with the CSA or with respect to its obligations contained or referred to in Article 14 of the CSA, or relieve the Railroad from its obligations to such Builder contained or referred to in Articles 2, 3, 4, 5, 13, 14 and 15 of the CSA, it being understood and agreed that, notwithstanding this Assignment, or any subsequent assignment pursuant to the provisions of Article 15 of the CSA, all obligations of such Builder to the Railroad with respect to such Builder's Equipment shall be and remain enforceable by the Railroad, its successors and assigns, against and only against such Builder. In furtherance of the foregoing assignment and transfer, each Builder hereby authorizes and empowers the Assignee, in the Assignee's own name or in the name of the Assignee's nominee, or in the name of and as attorney hereby irrevocably constituted for such Builder, to ask, demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Assignment and to ask, demand, sue for and enforce compliance by the Railroad with the terms and agreements on its part to be performed under the CSA, but at the expense and liability and for the sole benefit of the Assignee.

SECTION 2. Each Builder agrees that it shall construct its Equipment in full accordance with the CSA and

will deliver the same upon completion to the Railroad in accordance with the provisions of the CSA; and that, notwithstanding this Assignment, it will perform and fully comply with each of and all the covenants and conditions of the CSA set forth to be performed and complied with by such Builder. Each Builder further agrees that it will warrant to the Assignee and the Railroad that at the time of delivery of each unit of the Equipment of such Builder under the CSA it had legal title to such unit and good and lawful right to sell such unit and that title to such unit was free of all claims, liens, security interests and other encumbrances (other than those created by the CSA); and each Builder further agrees that it will defend the title to each unit of its Equipment against the demands of all persons whomsoever based on claims originating prior to the delivery of such unit by such Builder under the CSA; all subject, however, to the provisions of the CSA and the rights of the Railroad thereunder. No Builder will deliver any of its Equipment to the Railroad under the CSA until the filings and recordations referred to in Article 19 of the CSA have been effected (the respective Builders and their counsel being entitled to rely on advice from special counsel for the Assignee that such filings and recordations have been effected).

SECTION 3. Each Builder agrees with the Assignee that in any suit, proceeding or action brought by the Assignee under the CSA for any installment of, or interest on, indebtedness in respect of the Purchase Price of its Equipment or to enforce any provision of the CSA, such Builder will indemnify, protect and hold harmless the Assignee from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever of the Railroad arising out of a breach by such Builder of any obligation with respect to the Equipment of such Builder or the manufacture, construction, delivery or warranty thereof, or by reason of any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Railroad by such Builder. Each Builder's obligation so to indemnify, protect and hold harmless the Assignee is conditional upon (a) the Assignee's timely motion or other appropriate action, on the basis of Article 15 of the CSA, to strike any defense, setoff, counterclaim or recoupment asserted by the Railroad in any such suit, proceeding or action and (b) if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defense, setoff, counterclaim or recoupment as a triable issue in such suit,

proceeding or action, the Assignee's prompt notification to such Builder of the asserted defense, setoff, counterclaim or recoupment and the Assignee's giving such Builder the right, at such Builder's expense, to compromise, settle or defend against such defense, setoff, counterclaim or recoupment.

Except in cases of articles or materials specified by the Railroad and not manufactured by such Builder and in cases of designs, systems, processes, formulae or combinations specified by the Railroad and not developed or purported to be developed by such Builder, each Builder agrees, except as otherwise specifically provided in the CSA, to indemnify, protect and hold harmless the Assignee from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Assignee or its assigns because of the use in or about the construction or operation of any of its Equipment of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right. The Assignee will give prompt notice to the appropriate Builder of any such liability or claim actually known to the Assignee and will give such Builder the right, at such Builder's expense, to compromise, settle or defend against such claim. Each Builder agrees that any amounts payable to it by the Railroad with respect to its Equipment, whether pursuant to the CSA or otherwise, not hereby assigned to the Assignee, and amounts payable to the Builder pursuant to supplemental invoices shall not be secured by any lien, charge or security interest upon the Equipment of such Builder or any unit thereof.

SECTION 4. The Assignee, on each Closing Date fixed as provided in Article 4 of the CSA with respect to a Group (as defined in said Article 4) of the Equipment, shall pay to the Builder whose Equipment shall be included in such Group and to each Builder which shall submit a supplemental invoice for settlement on such Closing Date as contemplated in Article 4 of the CSA an amount equal to the portion of the Purchase Price of such Builder's Equipment as shown on the invoice therefor then being settled for which, under the terms of said Article 4, is payable in installments, provided that there shall have been delivered to the Assignee, as provided in Article 15 of the CSA, at least five business days (as defined in said Article 4) prior to such Closing Date, the following documents, in form and scope satisfactory to it and to its special counsel hereinafter mentioned, in



such number of counterparts as may be reasonably requested by said special counsel:

(a) a bill of sale from such Builder to the Assignee confirming the transfer to the Assignee of the title and security interest of such Builder in such Builder's Equipment in such Group, warranting to the Assignee and to the Railroad that at the time of delivery of such units under the CSA such Builder had legal title to such units and good and lawful right to sell such units and that such units were free of all claims, liens, security interests and other encumbrances (other than those created by the CSA), and covenanting to defend the title to such units against the demands of all persons whomsoever based on claims originating prior to the delivery of such units by such Builder under the CSA;

(b) a Certificate or Certificates of Acceptance with respect to the units of such Builder's Equipment in such Group as contemplated by Article 3 of the CSA;

(c) an invoice of such Builder for the units of such Builder's Equipment in such Group and any supplemental invoice for which settlement is then being made, in each case accompanied by or having endorsed thereon a certification by the Railroad as to the correctness of the prices stated therein;

(d) an opinion of Messrs. Cravath, Swaine & Moore, who are acting as special counsel for the Assignee and the Investors named in the Finance Agreement (the "Investors"), dated as of such Closing Date, to the effect that (i) the Finance Agreement, assuming due authorization, execution and delivery by such Investors, has been duly authorized, executed and delivered and is a legal, valid and binding instrument, (ii) the CSA has been duly authorized, executed and delivered by the Railroad and such Builder and is a legal, valid and binding instrument, enforceable in accordance with its terms, (iii) this Assignment has been duly authorized, executed and delivered by such Builder and is a legal, valid and binding instrument, (iv) the Assignee is vested with all the rights, titles, interests, powers and privileges purported to be assigned to it by this Assignment, (v) the Assignee has title to and a valid and perfected security interest in the units of the Equipment in such Group and such units, at the time of delivery thereof to the Railroad under the CSA,

were free from all claims, liens, security interests and other encumbrances (other than those created by the CSA), (vi) no approval of the Interstate Commerce Commission or any other governmental authority is necessary for the valid execution and delivery of the Finance Agreement, the CSA or this Assignment, (vii) the CSA and this Assignment have been duly filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 and no other filing or recordation is necessary for the protection of the rights of the Assignee in any state of the United States of America or in the District of Columbia and (viii) registration of the CSA, this Assignment or any certificates of interest delivered pursuant to the Finance Agreement is not required under the Securities Act of 1933, as amended, and qualification of an indenture with respect thereto is not required under the Trust Indenture Act of 1939, as amended; such opinion shall also state that said counsel have examined the opinions being delivered on such Closing Date pursuant to subparagraphs (e) and (f) of this Section 4, that such opinions are satisfactory in form and scope to said counsel and that said counsel believe that the Assignee and such Permanent Investors are justified in relying thereon; and such opinion shall also cover such other matters as may reasonably be requested by the Assignee or any such Permanent Investor;

(e) an opinion of counsel for the Railroad, dated as of such Closing Date, to the effect set forth in clauses (i), (ii), (v), (vi) and (vii) of subparagraph (d) above (said counsel, in rendering such opinion, being permitted to assume due authorization, execution and delivery of the Finance Agreement and this Agreement by parties thereto other than the Railroad) and stating that (i) the Railroad is a duly organized and existing corporation in good standing under the laws of its jurisdiction of incorporation and has the full power and authority to own its properties and to carry on its business as conducted on the date thereof and (ii) this Assignment is a legal, valid and binding instrument;

(f) an opinion of counsel for such Builder, dated as of such Closing Date, to the effect set forth in clause (iv) of subparagraph (d) above in respect of its Equipment insofar as such matters relate to such Builder and stating that (i) such Builder is a duly organized and existing corporation in good standing under the laws

of its jurisdiction of incorporation and has the power and authority to own its properties and to carry on its business as conducted on the date thereof, (ii) the CSA has been duly authorized, executed and delivered by such Builder and, assuming due authorization, execution and delivery by the other parties thereto, is a legal and valid instrument binding upon such Builder and enforceable against such Builder in accordance with its terms, (iii) this Assignment has been duly authorized, executed and delivered by such Builder and, assuming due authorization, execution and delivery by the other parties thereto, is a legal and valid instrument binding upon such Builder and (iv) the bill of sale delivered by such Builder on such Closing Date is effective to confirm the transfer of the Builder's title and security interest in the units of the Equipment in such Group to the Assignee and such units, at the time of delivery thereof to the Railroad under the CSA, were free from all claims, liens, security interests and other encumbrances (other than those created by the CSA and this Assignment);

(g) a certificate of an officer of the Railroad, dated as of such Closing Date, to the effect that (i) to the best of his knowledge and belief, no event of default, or event which with the lapse of time and/or demand provided for in the CSA could constitute an event of default, shall have occurred and is then continuing, (ii) no Federal tax liens (including tax liens filed pursuant to Section 6323 of the Internal Revenue Code of 1954, as amended) and to the best of his knowledge and belief no other tax liens have been filed and are currently in effect which would adversely affect the security interest of the Assignee in the Equipment, (iii) to the best of his knowledge and belief, the Railroad has not been in default as to principal and interest payments during the five years preceding the Closing Date and (iv) attached thereto are copies of resolutions duly adopted by the Board of Directors (or Executive Committee thereof) of the Railroad authorizing the execution and delivery of the Finance Agreement and the CSA and the transactions contemplated thereby; and

(h) a receipt from such Builder for any payment (other than the payment being made by the Assignee

pursuant to the first paragraph of this Section 4) required to be made on such Closing Date to such Builder with respect to the Equipment, unless such payment is made by the Assignee with funds furnished to it for that purpose by the Railroad;

provided, however, that with respect to Equipment for which a Final Supplemental Invoice (as defined in the CSA) is submitted by any Builder as permitted by Article 4 of the CSA, the only documents which must be delivered to the Assignee are those required by subparagraphs (c) and (h) of this Section 4.

In giving the opinions specified in subparagraphs (d), (e) and (f) of the first paragraph of this Section 4, counsel may qualify any opinion to the effect that any agreement is a legal, valid and binding instrument enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally. In giving the opinion specified in said subparagraphs (d) and (e), counsel may rely on the opinion of counsel for such Builder as to authorization, execution and delivery by such Builder of the documents executed by such Builder and as to title to the Equipment of such Builder at the time of delivery thereof under the CSA; and in giving the opinion specified in said subparagraph (d), counsel may rely as to any matter governed by the law of any jurisdiction other than New York or the United States on the opinion of counsel for the Railroad as to such matter; and in giving the opinion specified in said subparagraph (e), counsel may rely on the bill of sale and opinion of counsel for such Builder as to claims, liens, security interests and other encumbrances arising from, through or under such Builder.

The obligation of the Assignee hereunder to make any payment provided for in this Section 4 is hereby expressly conditioned upon the Assignee's having on deposit, pursuant to the terms of the Finance Agreement, sufficient funds available thereunder to make such payment. The Assignee shall not be obligated to make payment at any time after the commencement of any proceedings specified in clause (c) or (d) of Article 16 of the CSA or if an event of default, or any event which with the lapse of time and/or demand provided

for in the CSA could constitute an event of default, shall have occurred and be continuing under the CSA. In the event that the Assignee shall not make payment for any Group of the Equipment on any scheduled Closing Date as the same may from time to time be postponed, the Assignee shall be deemed to have reassigned to such Builder, without recourse to the Assignee, all right, title and interest of the Assignee in and to the units of the Equipment with respect to which payment has not been made by the Assignee, and at the request of such Builder, confirm in writing such reassignment. In the event that the Assignee shall not make payment for any Final Supplemental Invoice on any scheduled Closing Date as the same may from time to time be postponed, the sole remedy of the Builder in respect thereof shall be an unsecured claim for the amount thereof against the Railroad and the payment thereof to the Builder shall not be secured by any lien, charge or security interest upon the Equipment of such Builder or any unit thereof.

SECTION 5. The Assignee may assign all or any of its rights under the CSA, including the right to receive any payments due or to become due to it from the Railroad thereunder. In the event of any such assignment any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

SECTION 6. Each Builder hereby severally:

(a) represents and warrants to the Assignee, its successors and assigns, that the CSA was duly authorized by it and lawfully executed and delivered by it for a valid consideration, that, assuming due authorization, execution and delivery by the Railroad, the CSA is, insofar as such Builder is concerned, a valid and existing agreement binding upon it and the Railroad in accordance with its terms and that it is now in force without amendment thereto;

(b) agrees that it will from time to time and at all times, at the request of the Assignee or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and

more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Assignee or intended so to be; and

(c) agrees that, upon request of the Assignee and provided that the Assignee shall have made all payments which the Assignee is required by this Assignment to make to such Builder, its successors and assigns, it will execute any and all instruments which may be necessary or proper in order to discharge of record the CSA or any other instrument evidencing any interest of such Builder therein or in the Equipment of such Builder.

SECTION 7. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the State of Missouri; provided, however, that the parties shall be entitled to all the rights conferred as provided in Article 23 of the CSA.

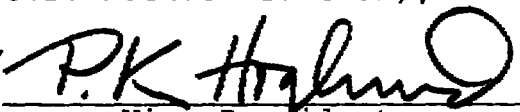
SECTION 8. Although this Assignment is dated for convenience as of the date first set forth above, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

SECTION 9. This Assignment may be executed in any number of counterparts, all of which together shall constitute a single instrument. Each Builder shall be bound hereunder notwithstanding the failure of the other Builder to execute and deliver this Assignment or to perform its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by duly authorized officers, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

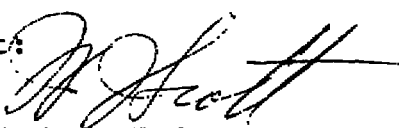
GENERAL MOTORS CORPORATION  
(Electro-Motive Division),

by

  
Vice President

[Corporate Seal]

Attest:

  
Assistant Secretary

GREENVILLE STEEL CAR COMPANY,

by

by J. B. [unclear]  
 [unclear] Vice President

[Corporate Seal]

Attest:

*Z. Schulz*  
Assistant Secretary  
Treasurer

CHEMICAL BANK, as Agent,

by

Senior Trust Officer

[Corporate Seal]

Attest:

Assistant Secretary

GREENVILLE STEEL CAR COMPANY,

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

CHEMICAL BANK, as Agent,

by

Senior Trust Officer

[Corporate Seal]

Attest:

Assistant Secretary



STATE OF MICHIGAN, )

COUNTY OF WAYNE, ) SS.:  
)

Notary Public

[Notarial Seal]

My Commission Expires  
September 18 1993

STATE OF PENNSYLVANIA, )

COUNTY OF \_\_\_\_\_, ) ss.:  
\_\_\_\_\_ )

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission Expires

STATE OF MICHIGAN,)
) ss.:
COUNTY OF WAYNE, )

On this day of 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF PENNSYLVANIA,)
) ss.:
COUNTY OF , )

On this day of 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of GREENVILLE STEEL CAR COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF NEW YORK, )  
                              ) ss.:  
COUNTY OF NEW YORK,)

On this 30<sup>th</sup> day of May 1980, before me personally appeared **F. J. FARRELL**, to me personally known, who, being by me duly sworn, says that he is a Senior Trust Officer of CHEMICAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

William R. Eves  
Notary Public

[Notarial Seal]

My Commission Expires

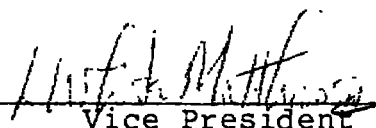
WILLIAM R. EVES  
Notary Public, New York  
No. 2213473  
Qualified by State of New York  
Commission Expires March 30, 1981

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

MISSOURI PACIFIC RAILROAD COMPANY hereby acknowledges due notice of and consents to the assignment made by the foregoing Agreement and Assignment as of May 1, 1980.

MISSOURI PACIFIC RAILROAD COMPANY,

by

  
Vice President